

**CITY OF GREENVILLE  
STATE OF SOUTH CAROLINA  
For The  
GREENVILLE TRANSIT AUTHORITY  
REQUEST FOR PROPOSALS**

**RFP NO. 18-3595**



**AGENTS FOR THE SALE OF TRANSIT  
ADVERTISING**

**DUE: OCTOBER 3, 2017**

**2:00 PM**



**CITY OF GREENVILLE, SC FOR  
GREENVILLE TRANSIT AUTHORITY (GTA)  
STATE OF SOUTH CAROLINA**

**REQUEST FOR PROPOSALS  
RFP NO. 18-3595**

**SEALED PROPOSALS** will be received in the Purchasing Division, 7th Floor, City Hall, 206 South Main Street, Greenville, South Carolina until 2:00 P.M. ET, October 3, 2017. All qualified consultants/firms are invited to submit proposals to the City of Greenville for the following:

**AGENTS FOR THE SALE OF TRANSIT ADVERTISING**

**The City encourages the use of recycled paper products and double sided print. The City discourages the use of plastic products including 3-ring binders, plastic folders, etc. for all submissions.**

**SUBMIT:** One (1) unbound original, two (2) bound copies and one (1) digital copy of all requested documentation must be received on or before 2:00 P.M. ET, October 3, 2017.

**ADDRESS TO:** City of Greenville  
Purchasing Division  
City Hall, 7<sup>th</sup> Floor  
Attention: Lisa Dodd

**MAILING ADDRESS:** P. O. Box 2207, Greenville, South Carolina 29602

**OFFICE ADDRESS:** 206 South Main Street, Greenville, South Carolina 29601

**E-MAIL:** [ldodd@greenvillesc.gov](mailto:ldodd@greenvillesc.gov)

**MARK OUTSIDE:** “RFP NO. 18-3595 – GTA Transit Advertising”

**DEADLINE ENFORCED**

**PROPOSALS DELIVERED AFTER THE TIME AND DATE SET FOR RECEIPT OF PROPOSALS SHALL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED TO THE OFFEROR. IT IS THE OFFEROR’S RESPONSIBILITY TO ENSURE TIMELY DELIVERY OF THEIR PROPOSAL. WEATHER, FLIGHT DELAYS, CARRIER ERRORS AND OTHER ACTS OF OTHERWISE EXCUSABLE NEGLIGENCE ARE RISKS ALLOCATED TO OFFERORS AND WILL NOT BE EXEMPTED FROM DEADLINE REQUIREMENTS. E-MAIL, TELEPHONE, OR FACSIMILE PROPOSALS WILL NOT BE ACCEPTED.**

Any offer submitted as a result of this RFP shall be binding on the offeror for **NINETY (90)** calendar days following the specified opening date. Any proposal for which the offeror specifies a shorter acceptance period may be rejected.

**Bids that are not signed will not be accepted as complete and shall not be considered. Bid must be signed in ink (not typed) in the appropriate space(s) by an authorized officer or employee of the bidder.**

If the Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Offeror shall immediately notify the City of such error in writing and request modification or clarification of the document. The Offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the RFP or the matter shall be waived.

The successful contractor shall comply with all instructions and shall perform services in a manner commensurate with the highest professional standards by qualified and experienced personnel.

In the event that progress payments are necessary, the City will withhold ten percent (10%) retention from payment due the contractor until final acceptance of the project is issued by the City of Greenville.

During the performance of the contract, the contractor shall comply with any and all Federal State or Local Laws relating to a Drug Free Workplace.

**Proprietary and/or Confidential Information**

Your proposal or bid is a public document under the South Carolina Freedom of Information Act (FOIA), except as to information that may be treated as confidential as an exception to disclosure under the FOIA. If you cannot agree to this standard, please do not submit your bid or proposal. All information that is to be treated as confidential and/or proprietary must be **CLEARLY** identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as **CONFIDENTIAL**, in bold, in a font of at least 12 point type, in the upper right hand corner of the page. *All information not so denoted and identified shall be subject to disclosure by the City.*

OFFERORS ARE CAUTIONED that any statement made by City staff persons that materially change any portion of this RFP shall not be relied upon unless they are subsequently ratified by a formal written amendment to this RFP.

This Request for Proposal is being issued by the City of Greenville Purchasing Division. Direct all questions or request for clarification of this RFP to e-mail [ldodd@greenvillesc.gov](mailto:ldodd@greenvillesc.gov).

Offerors are specifically directed not to contact any other City personnel for meetings, conferences, or technical discussions related to this request unless otherwise stated in this RFP. Failure to adhere to this policy may be grounds for rejection of your proposal.

**Any revisions to this RFP will be issued and distributed as an addendum. All addenda, additional communications, responses to questions, etc. pertaining to the Request for Proposal will be posted on the City of Greenville website at:**

**<http://www.greenvillesc.gov/bids.aspx>**

**All Offerors should consult this website for updates before submitting bids.**

**THE DEADLINE FOR QUESTIONS IS: 2:00 P.M., SEPTEMBER 20, 2017**

The City of Greenville reserves the right to reject any or all proposals, or any parts thereof, waive informalities, negotiate terms and conditions, and to select an Offeror that best meet the needs of the City of Greenville and its employees.

#### **Current E-mail Address Required**

All proposals submitted shall include a current e-mail address. Once selected, Notice of Award shall be posted on the City's website; and Notice of Award, and notices of non-award, shall be sent to all proposers via e-mail. No hard copy notices will be sent via regular mail.

### **Policy Concerning Minority and Woman Owned Business Enterprises**

#### **Intent**

Business firms owned and operated by women and minority persons, in general, have been historically restricted from full participation in the nation's free enterprise system to a degree disproportionate to other businesses.

The City believes it is in the community's best interest to assist woman- and minority-owned businesses to develop fully, in furtherance of City's policies and programs which are designed to promote balanced economic and community growth.

The City, therefore, wishes to ensure that woman- and minority-owned businesses (M/WBEs) are afforded the opportunity to fully participate in the City's overall procurement process.

#### **Goal for Participation**

The City adopts the State of South Carolina's goal for participation of M/WBEs: ten percent (10%) of annual controllable procurement expenditures which are defined as agreements between the City and a contractor to provide or procure labor, materials, equipment, supplies and services to, for or on behalf of the City. However, a specific expectation has not been set for this contract.

#### **Preference in Scoring Proposals**

In making procurement decisions which require written evaluations using weighted factors on a 100 point scale, M/WBEs submitting bids or proposals shall receive five additional points in the evaluation.

### **Required Forms**

Firms submitting proposals are required to include OMB Forms 5A and/or 5B, as appropriate. These forms can be found at the end of the General Conditions Section of this document.

### **Compliance with the South Carolina Illegal Immigration Reform Act**

Any contractor entering into a service contract with the City of Greenville must certify to the City of Greenville that the contractor intends to verify any new employees= status, and require any subcontractors or sub-subcontractors performing services under the service contract to verify their new employees= status, per the terms of the South Carolina Illegal Immigration Reform Act, and as set out in Title 41, Chapter 8 of the Code of Laws of South Carolina, 1976.

### **Protest of Solicitation or Award**

Solicitation - City of Greenville Procurement Policy allows any prospective bidder, Offeror, contractor who is aggrieved in connection with the solicitation of a contract to protest to the Transit Director within ten (10) calendar days of the date of issuance of the Invitation for Bids or Request for Proposals or other solicitation documents, whichever is applicable, or any amendment thereto. Any protest shall be in writing, submitted to the Transit Director, as stated above, and shall set forth the grounds of protest and the relief requested with enough particularity to give notice of the issues to be decided.

Pre-Award, Intended Award or Award - City of Greenville Procurement Policy allows any actual bidder, Offeror, contractor who is aggrieved in connection with the pre-award, intended award or award of a contract to protest to the GTA Board of Directors via the Transit Director within ten (10) working days of the date the notification of award is posted in accordance with this policy. Any protest shall be in writing, submitted to the GTA Board of Directors, as stated above, and shall set forth the grounds of protest and the relief requested with enough particularity to give notice of the issues to be decided.


Review of Protests by FTA – City of Greenville Procurement Policy allows any prospective or actual bidder, Offeror, contractor to appeal to FTA. Review of protests by FTA will be limited to GTA's failure to have or follow its protest procedures, or its failure to review a complaint or protest. An appeal to FTA must be received by the cognizant FTA Regional or Headquarters Office within five (5) working days of the date the protester knew or should have known of the violation and/or five (5) days after the protester knew or should have known that GTA failed to render a final decision.

Firms should also be aware that, should a contract be awarded, the City will require reports of the utilization of any minority business enterprises to be filed along with requests for payment. The City reserves the right to audit accuracy of the utilization reports that are filed.

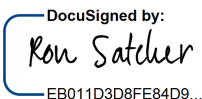
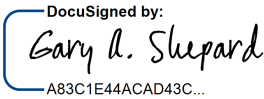
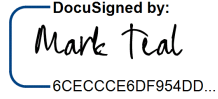
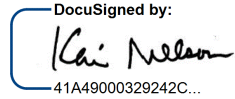

**Proposals that are not signed will not be accepted as complete and shall not be considered. Proposals must be signed in ink (not typed) in the appropriate space(s) by an authorized officer or employee of the offeror.**

The words “Bidder”, “Offeror”, “Consultant” “Proposer”, “Vendor”, and “Contractor” are used interchangeably throughout this bid, and are used in place of the person, firm, or corporation submitting a bid.

Dated at Greenville, South Carolina, this 30<sup>th</sup> day of September, 2017.

By:   
Lisa Dodd, Buyer  
City of Greenville, South Carolina

Reviewed By:

	8/31/2017
Purchasing Administrator	Date
	8/31/2017
Director of Public Transportation	Date
	8/31/2017
Risk Manager	Date
	8/31/2017
OMB Director	Date
	8/31/2017
Legal Department	Date

# **TABLE OF CONTENTS**

## **RFP No. 18-3595**

▪ Special Terms and Conditions .....	Page 1
▪ Proposal Requirements .....	Page 4
▪ <u>To be completed and returned with proposals:</u>	
○ Certification Regarding Debarment, Suspension .....	Page 19
○ Certification Regarding Lobbying .....	Page 20
▪ General Terms and Conditions .....	Page 21
▪ FTA Contract Clauses .....	Page 28
▪ Proposal Submission Sheet .....	Page 39
▪ Signature Form .....	Page 40
▪ Affidavits	

## **SPECIAL TERMS AND CONDITIONS**

The City of Greenville is assisting the Greenville Transit Authority (GTA) in Greenville, South Carolina, in soliciting proposals from qualified firms to provide the sale of transit advertising in and on buses, vans, shelters and facilities owned or operated by GTA in accordance with the specifications and terms and conditions included herein. **This procurement is funded by the Federal Transit Authority.**

### **Taxes**

This project is funded by the Federal Transit Authority and therefore purchase materials will be exempted from State and Local Sales Taxes.

### **Inspection and Acceptance of Goods**

The product(s) delivered as a result of an award from this solicitation shall remain the property of the contractor, and services rendered under the contract will not be deemed complete, until a physical inspection and actual usage are accepted by the City and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the City on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the City in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the contractor by the City for any contract or financial obligation.

### **Warranty**

The Contractor shall warrant to the City, its successors and assigns, that the title to the material, supplies or equipment covered by the Contract, when delivered to the City or to its successor or assigns, is free from all liens and encumbrances. The Contractor guarantees and warrants that all work performed and items supplied under this Contract shall (1) conform to the Technical Specifications and all other requirements of this RFP; (2) fulfill its design functions and be fit for both its ordinary and intended purposes; (3) be free of all patent and latent defects in design, materials and workmanship; and (4) perform satisfactorily.

It is understood and agreed that by acceptance of this warranty and the acceptance of materials or supplies to be manufactured or assembled pursuant to these Specifications, the City does not waive any warranty, either expressed or implied.

### **Detection and Correction of Defects**

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within ten (10) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor



by the City's project administrator, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the City may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the City within seven (7) calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the City shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs, either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the City may terminate the contract for default.

**Materials Shall be New and Warranted Against Defects**

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the City by the vendor are found to be defective or do not conform to specifications: (1) the materials may be returned to the vendor at the vendor's expense and the contract cancelled or (2) the City may require the vendor to replace the materials at the vendor's expense. The vendor agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the vendor gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the City by any other provision of this solicitation. The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose.

**Compliance with Federal Standards**

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), the National Fire Protection Association (NFPA), and Americans with Disabilities Act as amended (ADA).

**Furnish and Install Requirements**

The specifications and/or statement of work contained within this solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the bidder from furnishing, installing or performing such work where required for the satisfactory completion of the project. The vendor shall also be required to provide adequate general user training to City personnel on the appropriate use of the materials or products as and if necessary.

**Labor, Materials, and Equipment Shall be Supplied by the Vendor**

Unless otherwise stated in this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the City Fleet Manager, Greenlink.

**Special Notice to Vendors Regarding Federal Requirements**

This purchase action is being supported in whole or in part by Federal funding. Therefore, this solicitation and any resulting contract include provisions related to various specific federal requirements. Detailed review of all terms and conditions included in this solicitation is strongly encouraged to ensure that full compliance with all contractual requirements is considered during the solicitation response process.

**Request for Approved Equals**

- a) In all cases, materials must be furnished as specified. Where brand names or specific items are used in the specifications, consider the term "or approved equal" to follow.
- b) Any unapproved deviations, exceptions, substitutions, alternates or conditional qualifications contained in a proposal may be cause for its rejection.
- c) If potential proposers believe that their product is an equal to the product specified, they must submit a written request (e-mail acceptable) to the City.
- d) Any request for an approved equal must be fully supported with catalog information, specifications and illustrations or other pertinent information as evidence that the substitute offered is equal to or better than the specification. Where an approved equal is requested, the proposer must clearly demonstrate the equality of this product to the Authority to determine whether the proposer's product is or is not equal to that specified.

**Subcontracting**

Any Proposer using a Subcontractor(s) must clearly explain the use of the Subcontractor(s) and list the name(s) of the Subcontractor(s) providing work under this proposal. The selected Proposer will be fully responsible for all work performed under this proposal and will be considered as the Prime Contractor. Any Subcontracting, or other legal arrangements made by the Proposer are the sole responsibility of the Proposer. Any contract that is entered into between the selected Proposer and the Subcontractor(s) shall contain all required contract provisions as stated in the RFP, and shall in no respect obligate GTA to the subcontracting party.

**Time of Contract Completion**

The contractor will furnish, install, deliver, and successfully demonstrate all equipment as specified herein; provide the required training; and provide the required service manuals within the time frame determined through negotiations.

**City of Greenville, South Carolina  
on behalf of the Greenville Transit Authority (GTA)**

**AGENTS FOR THE SALE OF TRANSIT ADVERTISING**

**RFP NO. 18-3595**

**1.0 INTRODUCTION**

**1.1 Intent**

The City of Greenville is assisting the Greenville Transit Authority (GTA) in Greenville, South Carolina, in soliciting proposals from qualified firms to provide the sale of transit advertising in and on buses, vans, shelters and facilities owned or operated by GTA.

**1.2 Background**

The GTA is a regional transit authority organized under State law and is governed by a seven-member board of directors appointed by Greenville County Council, Greenville City Council and the Greenville County Legislative Delegation. The GTA is the designated recipient of Federal Transit Administration (FTA) funding for Greenville. The GTA's service area population exceeds 250,000 people. The agency provides hourly fixed-route service, six days per week, on 11 routes as well as demand response ADA services.

In 2008, GTA contracted with the City of Greenville to provide transit operations services to the GTA. Under this model, virtually all activities of the GTA are provided by the City of Greenville, at cost. The transit service now operates under the brand "Greenlink." The City has also provided a number of in-kind services in support of the transit operation. The goal of the GTA/City relationship was to stabilize and incrementally improve public transportation services.

The City of Greenville is seeking proposals from interested firms to act as exclusive agent for the sale of transit advertising in and on buses, vans, shelters and facilities owned or operated by GTA. The agent will sell, produce, install, and maintain display sign advertising space. In return, the agent will pay GTA a guaranteed revenue fee and an additional percentage of its gross operating revenue and/or profit sharing percentage.

**2.0 SCOPE OF SERVICES**

The Proposer, (hereinafter referred to as the "Contractor") will act as Greenlink/GTA's exclusive agent to sell, produce, install, and maintain display sign advertising space in racks on the inside of GTA's buses, and in frames or other prescribed location on the outside of buses, vans, and facilities owned or operated by Greenlink/GTA and comply with the following responsibilities:

## 2.1 Project Responsibilities

- a) The Contractor will sell advertising space to commercial and public service advertisers.
- b) The Contractor will collect revenue generated from the sale of advertising space.
- c) The Contractor will pay Greenlink/GTA the minimum annual guarantee fee, and a percentage of the gross operating revenue exceeding the minimum fee amount from the sale of commercial advertising.
- d) The Contractor will be required to produce advertising sales brochures and a media kit with the approval of Greenlink/GTA.
- e) The Contractor will be responsible for all aspects of communication and customer service with regard to the advertising client.
- f) The Contractor must maintain professional relationships with all advertising clients and all routing requests must be coordinated by the Contractor.
- g) The Contractor will be responsible for coordinating design and printing of advertising signs or vehicle wraps on behalf of clients and delivering the signs or vehicle wraps to the GTA facility for installation.
- h) The Contractor will remove all expired advertisements or any advertising rejected by Greenlink/GTA. Greenlink/GTA reserves the right to reject any advertising it finds offensive, objectionable or in poor taste, at its sole judgment in accordance with the Greenlink/GTA Advertising Policy contained in **Attachment A**.
- i) The Contractor shall not accept immoral, vulgar, disreputable or other advertisement that may be offensive to the public. Greenlink/GTA reserves the sole right to refuse any advertisement that may be construed to reflect its support for a particular product, service, idea, political viewpoint, or point of view.
- j) The Contractor must ensure that no political, religious, alcohol or tobacco advertisement signs are posted either inside or outside a Greenlink/GTA vehicle or facility.
- k) The Contractor must follow the Greenlink/GTA Advertising Policy found in **Attachment A**.
- l) Activities of the Contractor must not interfere with public transportation operations conducted by Greenlink/GTA. This includes installation and ongoing maintenance of signs and other necessary activities.

- m) The Contractor will be responsible for any paint damage on buses when wraps are removed and shall compensate Greenlink/GTA for the expense incurred to repaint the damaged sections.
- n) The Contractor must maintain all display advertising so as to insure its neat appearance, and promptly remove all advertising that is worn or otherwise unsightly in appearance. All advertising shall be printed and displayed in a neat and workman-like manner. Greenlink/GTA reserves the right to require the Contractor to promptly remove, at the Contractor's own expense, any advertising which, in the opinion of Greenlink/GTA, is unsightly in appearance.
- o) The Contractor's personnel must observe all Greenlink/GTA safety requirements.

## **2.2 Operating Requirements**

- a) Access to Greenlink/GTA's vehicles will be provided only at times consistent with vehicle operating needs of GTA's fleet management department.
- b) No vehicle will be removed from service for the purpose of installing or removing advertising signs.
- c) Greenlink/GTA will purchase, maintain and repair all advertising bus racks, frames and moldings.
- d) Greenlink/GTA will not be responsible for posting advertising signs, removing outdated signs and any other signs rejected by Greenlink/GTA.
- e) Greenlink/GTA will provide reasonable work area free of charge to the Contractor for the temporary storage of advertising signs awaiting installation.
- f) Greenlink/GTA will provide written bus advertising guidelines for the promotional use of wrapped vehicles to be included in the media kit and advertising agreement. It is the responsibility of the Contractor to present the guidelines to prospective advertisers.

## **2.3 Advertising Requirements**

- a) Greenlink/GTA will provide a list of vehicles to the Contractor, and alert Contractor of any acts of vandalism that affect the advertisements. Greenlink/GTA is not responsible for any vandalism of advertising materials. Additionally, Greenlink/GTA is not responsible for aging, fading, cracking, or any other negative side-effect to the advertisement. See **Attachment B** for vehicle inventory.
- b) Wrapped Buses - A Proposal should include a provision for the advertising sale of wrapped buses, including methods of application, cost implications, maintenance costs to prepare and repaint vehicles and pricing of an advertising vehicle. The Contractor must submit the illustrated/wrapped design for approval to

Greenlink/GTA before it can be installed. Greenlink/GTA reserves the right to reject the design for the illustrated/wrapped bus if wrap policies are not followed.

- c) Bus Shelters - Greenlink/GTA will provide a list of available bus shelters to the Contractor, and alert Contractor of any acts of vandalism that affect the advertisements. Greenlink/GTA is not responsible for any vandalism of advertising materials. Additionally, Greenlink/GTA is not responsible for aging, fading, cracking, or any other negative side-effect to the advertisement. See **Attachment C** for Shelter locations.
- d) Public, Charitable or Educational Advertisements - The Contractor shall display in spaces not in use for commercial advertising; public, charitable, or educational advertisement deemed by Greenlink/GTA to be proper for the purpose of avoiding unfilled spaces and for promotion of public good will. Such non-commercial advertising will be charged at customary reduced rates to be approved by Greenlink/GTA. Contracts between the successful Contractor and public, charitable, or educational advertising clients must be executed and processed in the same manner as for profit advertising clients.

Greenlink/GTA reserves the right to offer interior ad space to certain public, charitable or educational entities free of charge. Such clients are responsible for the production costs of said signs.

- e) Greenlink/GTA Advertising - Greenlink/GTA reserves the right to use, without charge, unsold available advertising space for the promotion of its transit services. Greenlink/GTA will be responsible for the promotion costs of any Greenlink/GTA advertising signs.
- f) Fare Free Days - The Contractor can sell packages that include Fare Free Day sponsorships. These events often produce public relations opportunities for the advertiser. Contractor must run the advertiser, date and package amount by Greenlink/GTA for approval. Greenlink/GTA will be responsible for issuing press releases about Fare Free Day sponsorships.
- g) Record Keeping and Required Information - The Contractor will be responsible for providing Greenlink/GTA with the revenue earned each month within twenty (20) calendar days after the end of the month in which they were earned. Monthly revenue information must be accompanied by a report that includes, but it is not limited to the following:
- All contracts in effect.
  - Billings for the month by vendor.
  - Collections for the month by vendor.
  - Past-due amounts.
  - Total remaining balances on accounts by vendor.
  - Contract expiration dates.
  - Bus number where advertising signs are posted.

The Contractor will be required to furnish Greenlink/GTA with copies of all signed contracts and correspondence (including changes in prices, length of contracts and cancellation notices) within a month of their execution, if requested by Greenlink/GTA.

Greenlink/GTA reserves the right to audit the Contractor's books and records involved in the operation of the Transit Advertising Program to determine compliance with all standards and regulations. The Contractor shall maintain all required records after their final payment to Greenlink/GTA under the terms of the operating contract.

- h) Transition Responsibilities - To insure an orderly transfer of advertising contracts, the Contractor will be obliged to accept assignments by Greenlink/GTA for existing advertising contracts.

All advertising displays on and in the buses will continue to remain in place through the expiration of the terms of their applicable contracts. The Contractor will be responsible for all billings and collections for such contracts. The Contractor will be responsible for removing advertising signs once the contracts have expired. Any renewal of current advertising contracts will be assigned to the Contractor.

- i) Contract Terms and Benefits - The Agreement between Greenlink/GTA and the Contractor will be effective for a period of thirty six (36) months. The agreement may be renewed by mutual agreement of both parties annually for up to two (2) additional years.

Greenlink/GTA reserves the right to terminate such Agreement in the event of any default with respect to the terms thereof by Contractor, upon giving thirty (30) days prior written notice to do so, at the end of which time period, such Agreement shall terminate.

The terms, conditions and financial benefits of an Agreement between Greenlink/GTA and the Contractor will be negotiated, after selection of the Contractor, by Greenlink/GTA and the Contractor, subject to, however, the terms hereof.

Upon expiration or termination of an Agreement between Greenlink/GTA and the Contractor, the Contractor must assign and transfer to Greenlink/GTA all contracts and client contacts for advertising on/in buses, vans and shelters. Said contracts will then become and remain the sole and exclusive property of Greenlink/GTA.

### **3.0 PROPOSAL SUBMISSIONS**

#### **3.1 Advertising Requirements**

##### **RESPONSE TO THIS REQUEST FOR PROPOSALS MUST INCLUDE THE FOLLOWING:**

Those firms interested in providing professional services for this project must submit one (1) unbound original, two (2) bound copies and one (1) digital copy of the proposal packet on USB flash drive. The proposal must include the items specifically enumerated in section 3.2. The proposal packet shall be limited to 20 double sided pages (40 printed pages, not including the cover page or required City forms).

#### **3.2 Proposal Development**

##### **a) Required content of proposal:**

The detailed requirements set forth in the **Proposal Format** are recommended. Failure by any Proposer to respond to a specific requirement may result in disqualification. The City reserves the right to accept or reject any or all proposals. Proposers are reminded that proposals will be considered exactly as submitted. Points of clarification will be solicited from proposers at the discretion of the City. Those proposals determined not to be in compliance with provisions of this RFP and the applicable law and/or regulations will not be processed.

All costs incurred by the Proposer associated with RFP preparations and subsequent interviews and/or negotiations, which may or may not lead to execution of an agreement, shall be borne entirely and exclusively by the proposer.

The information and proposed budget for the consultant selected for contract award will form the basis for negotiation of a contract. The City of Greenville reserves the right to issue a contract without further negotiation using the information contained in the RFP. Failure of a prospective contractor to accept this method of contract development will result in cancellation of the award.

##### **b) Proposal format:**

The proposal format requirements were developed to aid Proposers in their proposal development. They also provide a structured format so reviewers can systematically evaluate several proposals. These directions apply to all proposals submitted.

The purpose of the Proposal is to demonstrate the technical capabilities, professional qualifications, past project experiences, and knowledge within this industry. Proposer's proposal must address all the points outlined herein as required, in the following order.

- 1. Transmittal Letter:** A transmittal letter must be submitted with the proposal which shall include:



- a. The RFP subject and number.
- b. Name of the firm responding, including mailing address, e-mail address, telephone number, and name of contact person or persons.
- c. The name of the person or persons authorized to make representations on behalf of the consultant, binding the firm to a contract.

**2. Professional Qualifications and Experience:**

- a. The Proposal must include a statement regarding the experience and performance of the Proposer in the sale of commercial advertisements. The Proposer must have a minimum of five years of experience in the sales of advertising, proven experience with transit advertising preferred, and demonstrate it has the ability to fulfill the obligations of this contract.
- b. The proposal must also include a list of agencies to which the Proposer has provided professional services similar in scope and complexity to that concerned with this RFP. The most recent reference should be listed first, then others in reverse chronological order. Include the name of the reference, contact person, title of contact person, telephone number, and period of performance of service.

Greenlink/GTA reserves the right to seek references beyond those supplied by the Proposer, which may be used as part of the evaluation process.

- c. The Proposer must provide affiliations with sales or advertising associations, or national sales representative.
- d. At Greenlink/GTA's discretion, the Contractor may be asked to provide a Performance Bond, satisfactory to Greenlink/GTA, equivalent in amount to twenty-five percent (25%) of the negotiated annual minimum guaranteed revenue to Greenlink/GTA. The surety company providing the bond shall be licensed to do so in South Carolina.
- e. Experience of Staff - The Proposer must provide, for each of the company principals involved with the contract, inclusive of the lead individuals for the Greenlink/GTA sales force, a detailed resume, indicating, at a minimum, the individual's name, which position the individual would be assigned to, years of relevant experience, and specific relevant experience.
- f. Advertising Sales Plan - For the Advertisement Plan, the Proposer must provide a comprehensive, detailed program describing the methodology to be used to accomplish this project as stated in the Scope of Services section. Proposers must adequately incorporate and address all of the requirements of the RFP. The Proposer must demonstrate it has the ability to successfully acquire national advertising contracts and to operate a

sales program designed to produce maximum advertising income for Greenlink/GTA.

- g. Miscellaneous Information - The Proposer is encouraged to include a detailed plan for advertising on board Greenlink/GTA's paratransit vehicles as well as passenger waiting shelters served by fixed route service. The Proposer is encouraged to submit other information which may be pertinent to the evaluation of the Proposal.

**3. Cost:**

Proposers must set forth in appropriate detail the proposed formula for compensation to Greenlink/GTA, which shall be based on gross revenue received from the sale and placement of commercial or public service advertising space. The Proposer must also include the minimum amount of revenue that it will annually guarantee as payment to Greenlink/GTA. The format of how to present this information is included in **Attachment D**. This must be completed and included as part of your proposal submission.

**4.0 PROPOSAL EVALUATION CRITERIA**

- 4.1** The City shall be responsible for the evaluation of proposals based on the factors outlined within this section, which shall be applied to all eligible, responsive proposals in selecting the successful Proposer.

The City reserves the right to disqualify any proposal for, but not limited to; person or persons it deems as non-responsive and/or non-responsible. The City reserves the right to make such investigations of the qualifications of the proposer as it deems appropriate.

Award of any contract may be made without discussion with Proposers after responses are received. The City reserves the right to cease contract negotiations if it is determined that the proposer cannot perform services specified in their response.

- 4.2.** The Proposals will be evaluated using the following criteria weights:

- a) Qualifications and Experience (70%)

All relevant information submitted by the Proposer will be used to rate their Proposal. The rating shall be based on the quality of the following items:

- Advertising Sales experience of firm (30%)
- Advertising Sales experience of staff (15%)
- Advertising Sales Plan (25%)

b) Compensation (30%)

Proposals will be rated on the basis of the minimum annual guarantee payment and the revenue sharing formula for funds generated in excess. The Proposal asserting the highest annual payment will receive the maximum points. All other proposals will receive a score based on the numerical relation of their annual payment to the payment amount in the Proposal having the highest annual payment.

c) **Compliance with City's Minority and Woman Owned Business Goal** (5 points)

Particular consideration will be given to the proposal that best exemplifies compliance with the City's Minority and Woman Owned Business Goal. Credit is only given if the company submitting the proposal is a Minority or Woman Owned Business.

## **5.0 SELECTION PROCESS**

- 5.1** The Contract will be awarded to the most responsible and responsive firm in accordance with the evaluation criteria for this RFP. A project selection team will be formed to review and evaluate the proposals. The selection team members shall complete evaluation forms giving consideration to information provided in the proposals. The selection committee may elect to interview firms short listed but reserves the right to award the contract based upon the City's review and ranking of proposals.

## **ATTACHMENT A GREENLINK/GTA ADVERTISING POLICY**

**Purpose:** The purpose of the Greenlink/GTA Advertising Policy is to establish guidelines regarding advertising on Greenlink/GTA spaces including buses, bus shelters, and trolleys.

**Customer Service:** Greenlink/GTA spaces provide businesses the opportunity to advertise in one of the fastest-growing areas in the nation. Greenlink/GTA's buses are moving billboards, each one covering an average of nearly 200 miles per day and 5000 miles in a month. And Greenlink/GTA's 60 bus shelters offer even more opportunities for businesses to promote their brands to Greenlink riders and the general public.

**Remuneration:** Greenlink/GTA ad spaces can be purchased for a minimum of one month. One-half of the payment is due at the beginning of the Agreement, with the remainder due halfway through the Agreement, or in monthly or quarterly installments as agreed upon by Greenlink/GTA and the Advertiser.

**Criteria:** Below is a list of criteria governing the sale of advertising space.

A. Rates include space for advertising, and installation and removal of non-wrap advertisements. Greenlink/GTA staff will be responsible for the installation and removal of ads. This cost is included in the monthly rate of the space.

B. Greenlink/GTA reserves the right to refuse any advertisement it determines to be in violation of local community standards as determined by Greenlink/GTA, including advertisements that are deemed vulgar, distasteful, obscene, offensive, false, misleading, or otherwise objectionable. Greenlink/GTA will not accept any advertising that is religious in nature or any advertising for political candidates or causes which are determined to be of a controversial or disruptive nature, in the sole reasonable judgment of Greenlink/GTA. No advertising for tobacco, alcoholic beverages, beer, or wine shall be accepted or appear on any advertising placed on buses or shelters.

C. Any advertisements delivered to Greenlink/GTA which do not meet published specifications will not be placed by Greenlink/GTA. Any production costs of unplaced advertisements shall remain the responsibility of the customer. Greenlink/GTA is not responsible for any expenses incurred by the customer in production of advertisements which do not meet the published specifications.

D. All advertisements must be approved by Greenlink/GTA before being placed in public view, including review of final artwork. Greenlink/GTA reserves the right to reject advertising based on community standards and shall not be held liable for any expenses incurred by customer or its agency in design, production, or other costs for rejected advertising.

E. Full wraps must include the Greenlink/GTA logo on both sides of the bus and the rear of the bus where the logo presently is displayed. Also must include the bus numbers and the Greenlink/GTA website address. Also, the Greenville County logo and 'Operated by the City of

Greenville' and the City of Greenville logo must be displayed on all sides, excluding the front of the bus.

F. Rates are subject to change.

G. Greenlink/GTA cannot guarantee that specific buses will remain on specific routes for the duration of the advertising campaign. Greenlink/GTA will try to satisfy the clients' geographic requests, but due to repair and maintenance issues, buses cannot be guaranteed to service specific routes.

H. Greenlink/GTA reserves the right to move ads between buses when repair and maintenance issues require the ads to be moved. Greenlink/GTA will notify the Advertiser of such change.

## ATTACHMENT B GREENLINK/GTA VEHICLE INVENTORY

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Bus Number	ECU Vehicle Make	Vehicle Model	Seats	Use
100	FREIGHTLINER	35 PASS	35	Trolley
101	FREIGHTLINER	35 PASS	35	Trolley
105	FORD	14 - CUTAWAY	14	GAP
106	FORD	14 - CUTAWAY	14	GAP
107	FORD	14 - CUTAWAY	14	Circulator
108	FORD	14 - CUTAWAY	14	GAP
109	FORD	14 - CUTAWAY	14	GAP
110	FORD	14 - CUTAWAY	14	GAP
203	Optima	31 PASS	31	FixedR
206	Optima	31 PASS	31	FixedR
210	Optima	31 PASS	31	FixedR
214	Optima	31 PASS	31	FixedR
215	Optima	31 PASS	31	FixedR
301	Gillig	32 PASS	32	FixedR
302	Gillig	32 PASS	32	FixedR
303	Gillig	32 PASS	32	FixedR
304	Gillig	32 PASS	32	FixedR
306	Gillig	32 PASS	32	FixedR
308	Gillig	32 PASS	32	FixedR
310	Gillig	32 PASS	32	FixedR
311	Gillig	32 PASS	32	FixedR
312	Gillig	32 PASS	32	FixedR
401	Gillig	32 PASS	32	FixedR
402	Gillig	32 PASS	32	FixedR
403	Gillig	32 PASS	32	FixedR
801	FORD	18 - CUTAWAY	18	Circulator
804	FORD	18 - CUTAWAY	18	GAP

## ATTACHMENT C

### GREENLINK/GTA BUS SHELTER LOCATIONS

101 Roosevelt Ave. (near intersection with Sumlar Hall Dr.)
Alameda St. at Cleveland Park Crossing
Cleveland St. at Cleveland Lane (Greenville Tech back entrance)
S. Pleasantburg Dr. at Winterberry Ct. (inside Greenville Tech's main campus)
461 S. Pleasantburg Dr. (at Waffle House)
225 S. Pleasantburg Dr. (in front of McAlister Square)
Corner of Clark St. and Greenacre Rd. (near Phyllis Wheatley Center)
Corner of Clark St. and Webster Road
Pendleton St. at N. Calhoun St.
1604 Easley Bridge Rd. (Hwy. 123) at Stephen's Center
6119 White Horse Rd. (at Wal-Mart)
6100 White Horse Road (at Wal-Mart)
6300 White Horse Road (at Super Market El Sol)
516 Rutherford St. (in front of First Cash Pawn)
1544 Poinsett Hwy. (near Chick-fil-A at Cherrydale)
2400 N. Poinsett Hwy. (in front of the old Ingle's)
1354 Rutherford Rd. (at State Farmers' Market)
Rutherford Road @ N. Pleasantburg Dr. (BI-LO Shopping Center)
667 Rutherford Rd. at Laurel Oaks Center
417 Rutherford at Salvation Army bldg.
975 W. Faris Road (at New Horizon Health Care)
2 Doctors Drive (on W. Faris near intersection with Doctors' Dr.)
GHS ER entrance on W. Faris Rd. at Grove Rd.
Augusta St. at Thruston St.
200 University Ridge (in front of Health Dept.)
2625 Anderson Road (at West Branch Library)
20 Haywood Rd. (near Burlington Coat Factory)
Haywood Mall parking lot perimeter road near food court entrance
670 Verdae Blvd. at Embassy Suites
73 Verdae Blvd. (behind Olive Garden)
2494 Laurens Rd. (at Jack in the Box)
2460 Laurens Rd. (next to McDonald's)
1521 Laurens Rd. at Post Office
1416 E. Washington St. at Ebaugh Ave. (at Spinx)
80 Cedar Lane Rd. (near corner of Old Buncombe and Cedar Lane Rd.)
1208 Cedar Lane Rd. (across from Hunters Park Apartments)
1510 Cedar Lane Rd. (corner of Cedar Lane and Orchid Dr.)

## ATTACHMENT C GREENLINK/GTA BUS SHELTER LOCATIONS (Cont.)

8109 White Horse Rd. (inside Greenville Tech's NW campus)
Corner of South Textile Ave. and Pendleton St.
154 Augusta St. (in front of Greenlink maintenance)
Augusta St. at Dunbar St. (north)
Corner of White Horse Rd. and Crestfield Rd.
5301 Old Augusta Rd. (at Li'l Cricket)
1339 S. Pleasantburg Dr. (in front of Home Depot)
1011 Augusta St. (at Watkins-Garrett and Woods Mortuary)
Wade Hampton at Pine Knoll Drive (Red Lobster)
2100 Wade Hampton Blvd. (at Planet Fitness)
2800 Wade Hampton Blvd. (at NBSC bank)
3226 Wade Hampton Blvd. (at Spinx)
3027 Wade Hampton Blvd. (at Wal-Mart)
2801 Wade Hampton Blvd. (at Publix)
2117 Wade Hampton Blvd. (at Sav-Mor)
755 Wade Hampton Blvd.
429 Wade Hampton Blvd at Chick Springs
2406 E. North St. (at Crossway Christian Supply)
219 Pelham Rd. at Crescent Ridge
800 Pelham Rd. (at Patewood Dr.)
75 Orchard Park Dr.
49 Orchard Park Dr. (in front of Rosemont at Patewood Apts.)
1705 E. North St. (at Overbrook Baptist Church parking lot)
E. North St. at Chestnut St.
129 W. Butler Rd & Cary St, Mauldin
Century Drive and Murray Drive, Mauldin
729 SE Main St. (at Hillcrest Hospital)



**ATTACHMENT D**  
**MINIMUM ANNUAL PAYMENT PROPOSAL**  
**TRANSIT ADVERTISING**

Formula for Compensation:

**Minimum Guarantee:**

Minimum Annual Revenue Guarantee in Contract Year I                   \$\_\_\_\_\_

Minimum Annual Revenue Guarantee in Contract Year II                   \$\_\_\_\_\_

Minimum Annual Revenue Guarantee in Contract Year III                   \$\_\_\_\_\_

Option Years:

Minimum Annual Revenue Guarantee in Contract Year IV                   \$\_\_\_\_\_

Minimum Annual Revenue Guarantee in Contract Year V                   \$\_\_\_\_\_

Share of Revenues:

\_\_\_\_\_ % of Annual Income payable to GTA in Contract Year I above guarantee

\_\_\_\_\_ % of Annual Income payable to GTA in Contract Year II above guarantee

\_\_\_\_\_ % of Annual Income payable to GTA in Contract Year III above guarantee

Option Years:

\_\_\_\_\_ % of Annual Income payable to GTA in Contract Year IV above guarantee

\_\_\_\_\_ % of Annual Income payable to GTA in Contract Year V above guarantee

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Official

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this certification.

THE CONTRACTOR CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

\_\_\_\_\_  
Name of Contractor's Firm

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## CERTIFICATION REGARDING LOBBYING

The undersigned hereby certify on behalf of the Contractor, to the best of his knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed Reg. 1413 (1/19/96)].
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. ' 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. ' 1352(c)(1) - (2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. ' 3801, et seq., apply to this certification and disclosure, if any.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Name of Contractor's Firm

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

## **GENERAL TERMS AND CONDITIONS**

### **PUBLIC RECORD**

After an award is made, copies of the proposals will be available for public inspection, under the supervision of the City's Purchasing Division from 8:00 a.m. to 5:00 p.m., Monday through Friday, at 206 South Main Street, 7th Floor, City Hall, Greenville, South Carolina.

### **PROPRIETARY INFORMATION**

The constrictors are asked for any restriction on the use of data contained in their responses and told that proprietary information will be handled in accordance with applicable laws, regulations and policies of the City of Greenville South Carolina. All proprietary information shall be labeled as such in the proposal.

### **BACKGROUND CHECK**

The City reserves the right to conduct a background inquiry of each consultant which may include the collection of appropriate criminal history information, contractual business associates and practices, employment histories and reputation in the business community. By submitting a proposal to the City, the consultant consents to such an inquiry and agrees to make available to the City such books and records as the City deems necessary to conduct the inquiry.

### **RECORDS**

The consultant shall maintain accurate and detailed books, records, correspondence and accounts relating to all parts of the project. Records shall be kept in accordance with sound generally accepted accounting principles. The City shall have the right to audit all records pertaining to the costs incurred under this contract. Such records shall be available during the term of the contract and for four (4) years after final payment under this contract.

### **REQUIREMENTS**

The successful consultant shall comply with all instructions and shall perform services in a manner commensurate with the highest professional standards by qualified and experienced personnel.

### **INDEPENDENT CONSULTANT**

The selected consultant shall be legally considered an independent consultant and neither the consultant nor its employees shall, under any circumstances, be considered employees of the City; and the City shall be at no time legally responsible for any negligence or other wrong doing by the consultant or its employees. The City shall not withhold from the contract payment to the consultant any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Consultant. Further, the City shall not provide to the consultant any insurance coverage or other benefits, including Workers' Compensation.

### **JURISDICTION**

This agreement shall be governed by the laws of the state of South Carolina.

### ASSIGNMENT

The consultant shall not assign, transfer, convey, sublet, or otherwise dispose of any or all of its rights, title, or interest therein, without prior written consent of the City.

### ACCEPTANCE OF PROPOSAL CONTENT

Before submitting an offer, each respondent shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the performance of the contract and to verify any representations made by the City upon which the offer will rely. If the offeror receives an award as a result of its proposal, failure to have made such investigations and examinations will in no way relieve the offeror from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the consultant for additional compensation.

### COMPETITIVE NEGOTIATION SOLICITATION

Negotiations shall be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked firsts shall be formally terminated and negotiations with the offeror ranked second shall be conducted.

### FORCE MAJEURE

The consultant shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the consultant, unless otherwise specified in the contract.

### FAILURE TO ENFORCE

Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any provisions. The failure to enforce shall not affect the validity of the contract or any part or the right of the City to enforce any provision at any time in accordance with its terms.

### FAILURE TO DELIVER

In the event of failure of the consultant to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the consultant responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.

### EMPLOYMENT DISCRIMINATION

During the performance of the contract, the selected consultant agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin; however, some conditions may be a bona fide occupational qualification reasonably necessary for the normal operations of the consultant. The consultant agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

**DETERMINATION OF RESPONSIBILITY**

The City may make such investigation as it deems necessary to determine the ability of a consultant to furnish the required services, and the consultant will furnish to the City requested information and data for this purpose. The City reserves the right to reject any consultant if the evidence submitted by or investigation of the consultant fails to satisfy the City that such consultant is properly qualified to carry out the obligations of a Contract, and to deliver the services contemplated herein. Consultant will fully inform themselves as to conditions, requirements, and scope and manner of services before submitting their proposal. Failure to do so will be at the consultant's own risk.

**INDEMNIFICATION**

The selected consultant covenants to save, defend, keep harmless, and indemnify the City and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and costs, including court costs, attorney's fees, charges, liability, and exposure, however, caused, resulting from, arising out of, or in any way connected to the selected consultant's negligent performance or nonperformance of the terms of the contract.

**INSURANCE**

The consultant shall procure and maintain, during the life of the contract, insurance coverage, for not less than any limits of liability shown below and shall include contractual liability insurance as applicable to the consultant's obligations, with a carrier authorized to do business in the State of South Carolina.

All coverage shall be primary and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Original certificates, signed by a person authorized to bind coverage on its behalf, shall be furnished to the City by the successful bidder.

Certificates of insurance must be included in the proposal.

- (a) **Commercial General Liability:** The consultant shall maintain insurance for protection against all claims arising from injury to person or persons not in the employ of the consultant and against all claims resulting from damage to any property due to any act or omission of the consultant, his agents, or employees in the operation of the work or the execution of this contract.

Where the work to be performed involves excavation or other underground work or construction, the property damage insurance provided shall cover all claims due to destruction of subsurface property such as wire, conduits, pipes, etc., caused by the consultant's operation. The minimum shall be as follows:

**Bodily Injury (Injury or Accidental Death) and**

**Property Damage ..... \$1,000,000 per occurrence**

- (b) **Comprehensive Automobile Liability:** The consultant shall maintain Automobile Liability Insurance for protection against all claims arising from the use of vehicles, rented vehicles,

or any other vehicle in the prosecution of the work included in this contract. Such insurance shall cover the use of automobiles and trucks on and off the site of the project. The minimum amounts of Automobile Liability Insurance shall be as follows:

Bodily Injury (Injury or Accidental Death) and  
Property Damage ..... \$1,000,000 Combined Single Limit

- (c) South Carolina Workers' Compensation Insurance: The consultant shall maintain Workers' Compensation Insurance for all of his employees who are in any way connected with the performance under this agreement. Such insurance shall comply with all applicable state laws.

South Carolina Workers' Compensation - Statutory Limits  
Employers Liability Insurance - \$500,000 - Each Accident  
\$500,000 - Disease Each Employee  
\$500,000 - Disease Policy Limit

Consultant shall provide the City with a Certificate of Insurance showing proof of insurance acceptable to the City. Certificates containing wording that releases the insurance company from liability for non-notification of cancellation of the insurance policy are not acceptable.

Consultant and/or its insurers are responsible for payment of any liability arising out of Workers' Compensation, unemployment or employee benefits offered to its employees.

Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII, and licensed to operate in South Carolina by the South Carolina Department of Insurance, unless otherwise acceptable to the City.

Workers' Compensation policy is to be endorsed to include a waiver of subrogation in favor of the City, its officers, officials, employees, and agents.

The successful consultant shall maintain the Automobile Liability and General Liability insurance, naming the Greenville Transit Authority (GTA), the City, its officers, officials, employees and agents as Additional Insured as respects liability arising out of the activities performed in connection with this request for bids. Certificates showing proof of such insurance shall be submitted to City prior to commencement of services under this Agreement by email at [inscerts@greenvillesc.gov](mailto:inscerts@greenvillesc.gov). Further, it shall be an affirmative obligation upon the vendor to advise City by e-mail sent to [inscerts@greenvillesc.gov](mailto:inscerts@greenvillesc.gov), within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement.

Should consultant cease to have insurance as required during any time, all work by consultant pursuant to this agreement shall cease until insurance acceptable to the City is provided.

Deductibles, Co-Insurance Penalties, & Self-Insured Retention: The consultant shall agree to be

fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, or self-insured retention.

Subconsultant's Insurance: The consultant shall agree to cause each subconsultant employed by consultant to purchase and maintain insurance of the type specified herein, unless the consultant's insurance provides coverage on behalf of the subconsultant. When requested by the City, the consultant shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subconsultant.

#### PROFESSIONAL LICENSING

Consultant shall secure and pay for licenses and/or certificates that may be necessary for proper execution and completion of the contract and which are legally required when proposals are received or negotiations concluded.

#### CITY BUSINESS LICENSE

The Consultant must obtain all business license(s) required by the Greenville City Code and ordinances. A Business License is not required to submit a bid. However, any firm that receives an award under this bid proposal shall be required to obtain a City Business License before work can begin. For further information on the provisions of The City Business License Regulations and their applicability to this contract, contact the Greenville City Business License Division at (864) 467-4550.

#### TERMINATION FOR CONVENIENCE OR FOR CAUSE

The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to the selected consultant of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines, in its sole discretion that the selected consultant is not performing as set out in the contract. Any such termination shall be effected by the delivery to the selected consultant of a written notice of termination at least seven (7) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination, except as otherwise directed, the selected consultant shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further order or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.



### COMPLIANCE WITH LAWS

The selected consultant shall, in the performance of work under this contract, fully comply with all applicable Federal, State, County, or Municipal Laws, Rules, Regulations, or Ordinances and shall hold the City harmless from any liability resulting from failure of such compliance.

### RIGHTS RESERVED BY CITY

The right is reserved by the City to reject any or all proposals; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the proposals submitted; and to award the contract based on the established criteria and according to the proposal which best serves the interest of the City.

### NON-COLLUSION AFFIDAVIT

As part of the Respondent's proposal, the consultant shall include the attached Non-Collusion Affidavit duly signed by a principal of the firm certifying that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all proposals shall be rejected if there is any reason for believing that collusion exists among the proposers. The City may or may not, at its discretion, accept future proposals for the same work from participants in such collusion.

### ETHICS IN PUBLIC CONTRACTING

To comply with the provision of Section 8-13-100 et seq., Code of Laws of South Carolina, the proposer shall certify in writing and include with its proposal that its offer was made without fraud; that it has not offered or received any kickbacks or inducements from any other proposer, supplier, manufacturer, or subconsultant in connection with the offer; and that it has not conferred on any public employee, public member, or public official having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money services, or anything of more than nominal value.

The proposer shall certify further that no relationship exists between itself and the City, another person, or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with the City.

### MINORITY/DISADVANTAGED SMALL BUSINESS PARTICIPATION

It is the policy of the City of Greenville to undertake every effort to increase opportunity for utilization of small, disadvantaged, and minority businesses in all aspects of procurement to the maximum extent feasible. In connection with the performance of this contract, the Consultant agrees to use their best effort to carry out this policy and insure that small, disadvantaged, and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with efficient performance of this contract.

To this end, every consultant or potential consultant with the City is required to complete the S/WO/M BUSINESS ENTERPRISE FORM.

### NON-RESIDENT TAXPAYER REGISTRATION AFFIDAVIT

Nonresident proposers receiving income from business conducted in South Carolina are required to pay taxes to the state on that income. To facilitate this requirement, a nonresident proposer must

register with the South Carolina Secretary of State or the South Carolina Department of Revenue. In compliance with South Carolina Code Section 12-8-540 and 12-8-550, a proposer located outside of South Carolina that receives a contract from the City, must furnish to the City Form 1-312 (Rev.10/5/07), Nonresident Taxpayer Registration Affidavit Income Tax Withholding, properly executed and signed.

If your firm is not presently registered with the appropriate state office, you may indicate the intent to do so should your firm be awarded a contract. Questions concerning this form may be directed to the South Carolina Department of Revenue.

#### EMPLOYEE VERIFICATION PER THE SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT

By entering into this Agreement, the Consultant hereby certifies to City that the Consultant will verify the employment status of any new employees, and require any subconsultants or sub-subconsultants performing services hereunder to verify any new employees status, per the terms of the South Carolina Illegal Immigration Reform Act, and as set out in Title 41, Chapter 8 of the Code of Laws of South Carolina, 1976.

#### CERTIFICATION OF COMPLIANCE WITH ANTI-DISCRIMINATION PROVISIONS OF SECTION 11-35-5300, CODE OF LAWS OF SOUTH CAROLINA, 1976

If this Agreement shall have a total potential value of ten thousand dollars (\$10,000.00) or more, and/or unless such goods and/or services are offered to City for at least twenty percent (20%) less than the lowest certifying business, then, by submitting your bid and/or proposal, Contractor hereby certifies to City that Contractor is not currently engaged in, nor will it engage in, the boycott of a person or entity based in or doing business with World Trade Organization members and/or those with which the United States has free trade or other agreements aimed at ensuring open and nondiscriminatory trade relations, with the understanding that Contractor's failure to make such affirmative certification will prevent the City from being able to contract with Contractor, thus affecting a rejection of your bid and/or proposal.

#### COMPLIANCE WITH THE SOUTH CAROLINA IRAN DIVESTMENT ACT OF 2014

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Section 11-57-310 of the Code of Laws of South Carolina, 1976.

#### NON-APPROPRIATION

Any contract entered into by the City resulting from this RFP shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

## **FEDERAL TRANSIT AUTHORITY (FTA) CONTRACT CLAUSES**

### **1) ENERGY CONSERVATION REQUIREMENTS**

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

### **2) CLEAN WATER REQUIREMENTS**

(a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(b) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA

### **3) LOBBYING**

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, *apply* to this certification and disclosure, if any.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

#### **4) ACCESS TO RECORDS AND REPORTS**

Access to Records - The following access to records requirements apply to this Contract:

a) Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

b) Where the Purchaser is a State and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

c) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which

are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

d) Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

e) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

f) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

## **5) FEDERAL CHANGES**

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

## **6) CLEAN AIR**

a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

b) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA

## **7) RECYCLED PRODUCTS**

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

## **8) NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

No Obligation by the Federal Government.

a) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

b) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### **9) PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

Program Fraud and False or Fraudulent Statements or Related Acts

a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### **10) TERMINATION**

a) Termination for Convenience (General Provision) the (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

b) Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c) Opportunity to Cure (General Provision) the (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d) Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e) Termination for Convenience the (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f) Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

g) Termination for Default If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

h) Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. The contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

i) Termination for Convenience or Default (Architect and Engineering) the (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the



failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

j) Termination for Convenience of Default (Cost-Type Contracts) the (Recipient) may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

## **11) GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the

requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows.

The certification in this clause is a material representation of fact relied upon by GTA d.b.a. Greenlink. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available GTA d.b.a. Greenlink, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **12) PRIVACY ACT**

a) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

b) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

## **13) CIVIL RIGHTS REQUIREMENTS**

Civil Rights - The following requirements apply to the underlying contract:

a) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

b) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs,

Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(2) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

c) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

#### **14) BREACHES AND DISPUTE RESOLUTION**

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this

agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

**Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## **15) DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

### **Disadvantaged Business Enterprises**

a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *and Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 10%. A separate contract goal has not been established for this procurement.

b) The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Greenville Transit Authority d.b.a. Greenlink deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c) Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

**[Bidders][Offerors]** must present the information required above **[as a matter of responsiveness] [with initial proposals] [prior to contract award]** (see 49 CFR 26.53(3)).

***{If no separate contract goal has been established, use the following}*** The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d) The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Greenville Transit Authority d.b.a. Greenlink In addition, [the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the Greenville Transit Authority d.b.a. Greenlink and contractor's receipt of the partial retainage payment related to the subcontractor's work.]

e) The contractor must promptly notify Greenville Transit Authority (GTA) d.b.a Greenlink whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of GTA/Greenlink.

#### **16) INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

## **PROPOSAL SUBMISSION SHEET**

The following documents must be included with this Request for Proposal:

1. RFP Signature Form (must be signed in ink)
2. Debarment, Suspension Certificate
3. Lobbying Certification
4. Certificate of Insurance showing present coverage
5. Copy of the Offeror's City Business License (A Business License is not required to submit an offer, however, if an award is made, the offeror will have ten (10) days to furnish a copy of the license to the Purchasing Division).
6. Attachment D – Minimum Annual Payment Proposal
7. Ethics in Public Contracting Certification
8. Non-Collusion Affidavit
9. Small / Woman-Owned / Minority Business Enterprise Form
10. OMB Form 5A
11. OMB Form 5B
12. Non-Resident Taxpayer Affidavit (S.S. Department of Revenue I-312)
13. Certification of Compliance with the South Carolina Illegal Immigration Reform Act

SIGNATURE FORM

CITY OF GREENVILLE  
SOUTH CAROLINA  
RFP NO. 18-3595

OFFEROR’S NAME: \_\_\_\_\_

The undersigned, having become familiar with the existing conditions and the Proposal Scope of Services hereby proposed and agrees to complete the work as described in accordance with the Request for Proposal and Contract Documents.

**Bidder** warrants that no gratuities, in the form of gifts, entertainment, or otherwise, were offered or given by the **Bidder**, to any officer or employee of the City with a view toward securing the contract or securing favorable treatment with respect to any determination concerning the performance of the contract.

This offer is genuine and not made in interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; **Bidder** has not directly induced or solicited any other **Bidder** to submit false or sham bid; **Bidder** has not solicited or sought by collusion to obtain for itself any advantage over any other **Bidder** or other **Owner**.

The words “**Bidder**”, “**Offeror**”, “**Proposer**”, “**Vendor**”, and “**Contractor**” are used interchangeably throughout this solicitation, and are used in place of the person, firm, or corporation submitting a solicitation.

**Bidder** has examined copies of all documents and of the following addenda:

Addendum No.	Date
_____	_____
_____	_____
_____	_____

1. City of Greenville Business License Number \_\_\_\_\_

2. Name of Insurance Carriers:

Liability _____	Expires _____
Property Damage _____	Expires _____
Workers’ Compensation _____	Expires _____
Professional Liability _____	Expires _____

3. Offeror's Information:

Offeror \_\_\_\_\_

Post Office Box \_\_\_\_\_ Zip \_\_\_\_\_

Street \_\_\_\_\_ Zip \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

\*Signature \_\_\_\_\_ Title \_\_\_\_\_

**Proposal will not be accepted unless signed in ink (not typed) in the appropriate space by an authorized officer or employee of the bidder.**

Printed Name \_\_\_\_\_ Date \_\_\_\_\_



## ETHICS IN PUBLIC CONTRACTING AFFIDAVIT

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ (title) for/of \_\_\_\_\_ (company/business), the Bidder that has submitted the attached Bid;
2. He/She is legally qualified and capable of signing this affidavit and is authorized to do so by Bidder;
3. He/She is fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
4. Such Bid is genuine and is made without fraud;
5. Neither the said Bidder, nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest has offered or received any kickbacks or inducements from any offeror, suppliers, manufacturer, or subcontractor in connection with the offer, and they have not conferred on any public employee, public member, or public official having official responsibility for this procurement or transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of value as defined in Section 8-13-100 of the South Carolina Code of Laws; and
6. Furthermore, neither the Bidder, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has any relationship with the City, another person, or organization that interferes with fair competition or that constitutes a conflict of interest with respect to a contract with the City.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COMPANY/BUSINESS

BY: \_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

SWORN to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_

ITS: \_\_\_\_\_  
TITLE

Notary Public for \_\_\_\_\_ (state)

My commission expires \_\_\_\_\_

By: \_\_\_\_\_  
(signature)

**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid;
2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached Bid or of any other bidder, or to secure through any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Greenville, SC or any person interested in the proposed contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by a collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(signed) \_\_\_\_\_

\_\_\_\_\_  
(title)

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(signature)

My commission expires \_\_\_\_\_

1350



STATE OF SOUTH CAROLINA  
DEPARTMENT OF REVENUE  
**NONRESIDENT TAXPAYER REGISTRATION  
AFFIDAVIT INCOME TAX WITHHOLDING**

**I-312**  
(Rev. 4/27/10)  
3323

**Mail to: The company or individual you are contracting with.**

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: \_\_\_\_\_

2. Trade Name, if applicable (doing business as):  
\_\_\_\_\_

3. Mailing Address: \_\_\_\_\_

4. Federal Employer Identification Number (FEIN): \_\_\_\_\_

5. \_\_\_\_\_ Hiring or Contracting with:  
Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Receiving Rentals or Royalties From:  
Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Beneficiary of Trusts and Estates:  
Name: \_\_\_\_\_

Address: \_\_\_\_\_

6. I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate box):

- ☐ The South Carolina Secretary of State or  
☐ The South Carolina Department of Revenue

Date of Registration: \_\_\_\_\_

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-550 (temporarily doing business or professional services in South Carolina), 12-8-540 (rentals), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B) (6) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

\_\_\_\_\_  
Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) (Seal) \_\_\_\_\_ Date

If Corporate officer, state title: \_\_\_\_\_

\_\_\_\_\_  
(Name - Please Print)

33231028

**INFORMATION**  
**NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT**

**Submit this form to the company or individual you are contracting with.**

**Do not submit this form to South Carolina Department of Revenue.**

**PURPOSE OF AFFIDAVIT**

A person is not required to withhold taxes for a nonresident taxpayer who submits an affidavit certifying that they are registered with either the South Carolina Secretary of State or the South Carolina Department of Revenue.

**REQUIREMENTS TO MAKE WITHHOLDING PAYMENTS**

Code Section 12-8-550 requires persons hiring or contracting with a nonresident taxpayer to withhold 2% of each payment made to the nonresident where the payments under the contract exceed \$10,000. However, this section does not apply to payments on purchase orders for tangible personal property when those payments are not accompanied by services to be performed in this state.

Code Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation.

Code Section 12-8-570 requires trusts or estates making distribution of South Carolina taxable income to a nonresident beneficiary to withhold 7% of the beneficiary's distribution which is attributable to South Carolina taxable income.

Our Internet address is: **[www.sctax.org](http://www.sctax.org)**

**City of Greenville**  
**Identification of M/WBE Participation (OMB Form 5A)**

I, \_\_\_\_\_  
(Name of Bidder/Proposer)

do hereby certify that on this project, we will use the following M/WBEs as subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address, and Phone Number	Work Type	*Minority Category

\*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**), American Indian (**I**), Female (**F**), Socially and Economically Disadvantaged (**D**)

The total value of M/WBE contracting will be (\$) \_\_\_\_\_

**City of Greenville M/WBE Program  
Listing of the Good Faith Efforts (OMB Form 5B)**

Affidavit of \_\_\_\_\_  
(Name of Bidder/Proposer)

**I have made a good faith effort to comply under the following areas checked:**

- ☐ Contacted M/WBEs that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☐ Made the construction plans, specifications and requirements available for review by prospective M/WBEs, or providing these documents to them at least 10 days before the bids are due.
- ☐ Broken down or combined elements of work into economically feasible units to facilitate M/WBE participation.
- ☐ Worked with M/WBE trade, community, or contractor agencies and organizations provide assistance in recruitment of M/WBEs.
- ☐ Attended prebid meetings scheduled by the City.
- ☐ Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ Negotiated in good faith with interested M/WBEs and did not reject them as unqualified without sound reasons based on their capabilities. (Any rejection of a M/WBEs based on lack of qualification should have the reasons documented in writing.)
- ☐ Provided assistance to an otherwise qualified M/WBEs in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted M/WBEs in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ Negotiated joint venture and partnership arrangements with M/WBEs in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☐ Provided quick pay agreements and policies to enable M/WBE contractors and suppliers to meet cash-flow demands.

**The undersigned hereby certifies that he or she has read the terms of the M/WBE commitment and is authorized to bind the bidder to the commitment herein set forth.**

Date: \_\_\_\_\_

Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**SMALL/WOMAN-OWNED/MINORITY BUSINESS ENTERPRISE FORM**

<b>YOUR COMPANY'S CURRENT STATUS</b>	<b>SUPPLIER BUSINESS CLASSIFICATIONS</b>
Is this a small business? Yes                      No	A small business is a business which is independently owned and operated, not dominant in its field of operation, and can qualify under criteria concerning number of employees, average annual receipts, or other criteria as outlined by the Small Business Administration. (See CFR Title 13, Part 121, as amended)
Is this a woman-owned business? Yes                      No	A woman-owned business is a business which is at least 51% owned by a woman or women who also control and operate the business.
Is this a minority-owned business? Yes                      No  If Yes, please indicate minority group: ___ Asian American                      ___ Black American ___ Hispanic American ___ Native American	A minority-owned business is a business which is at least 51% owned, controlled and operated by socially and economically disadvantaged individuals. The following groups are among those presumed to be socially and economically disadvantaged: Asian Americans, Black Americans, Hispanic Americans, and Native Americans.
Is this a disabled-owned business? Yes                      No	A disabled-owned business is a business which is at least 51% owned, controlled and operated by an individual or individuals who are disabled.
Is this a veteran-owned business? Yes                      No	A veteran-owned business a business which is at least 51% owned, controlled and operated by an individual or individuals who are U.S. veterans.
Is this a disabled veteran-owned business? Yes                      No	A disabled veteran-owned business is a business which is at least 51% owned, controlled and operated by an individual or individuals who are U.S. veterans and disabled.
Are the individuals who own, control and operate this business U.S. citizens?	Yes                      No
Is this business a non-profit organization?	Yes                      No
Is this business incorporated?	Yes                      No

\* Submit copy of certification certificate, as applicable

CERTIFICATION OF COMPLIANCE WITH THE  
SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT

I, \_\_\_\_\_, hereby state and declare that I am the  
(name)

\_\_\_\_\_ of \_\_\_\_\_, and  
(title) (name of entity)

hereby certify to the City of Greenville that, as to any service contract subsequently entered

into with the City of Greenville, that \_\_\_\_\_  
(name of entity)

intends to verify any new employees' status, and require any of my subcontractors or sub-

subcontractors performing services under any contract with the City of Greenville to verify

any new employees' status, per the terms of the South Carolina illegal Immigration Reform

Act, and as set out in Title 41, Chapter 8 of the Code of Laws of South Carolina, 1976.

\_\_\_\_\_  
(name of official)

Date: \_\_\_\_\_